

Dr. Katherine Restuccia
Licensed Psychologist

Please read this document carefully. If it is agreeable to you, sign it at the end and bring it to your first appointment.

PSYCHOTHERAPIST-PATIENT SERVICES AGREEMENT

This document contains important information about my professional services and business policies. It also contains summary information about the **Health Insurance Portability and Accountability Act (HIPAA)**, a federal law that provides privacy protections and patient rights with regard to the use and disclosure of your Protected Health Information (PHI) used for the purpose of treatment, payment, and health care operations. HIPAA requires that I provide you with a “Notice of Privacy Practices” for use and disclosure of PHI for treatment, payment and health care operations. The notice, a copy of which is available on my website and in my waiting room, explains HIPAA and its application to your personal health information in greater detail. The law requires that I obtain your signature acknowledging that I have provided you with this information at the end of your first session. We can discuss any questions you have about the procedures at that time. When you sign this document, it will also represent an agreement between us. You may revoke this agreement in writing at any time.

PSYCHOLOGICAL SERVICES

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the psychologist and patient, and the particular problems you are experiencing. There are many different methods we may use to deal with the issues that you hope to address. Psychotherapy is not like a medical doctor visit. Instead, it calls for a very active effort on your part. In order for the therapy to be most successful, you will have to work on things we talk about both during our sessions and at home.

Psychotherapy can have benefits and risks. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. On the other hand, psychotherapy has also been shown to have many benefits. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. But there are no guarantees of what you will experience.

Our first few sessions will involve an evaluation of your needs. By the end of the evaluation, I will be able to offer you some first impressions of what our work will include and a treatment plan to follow, if you decide to continue with therapy. You should evaluate this information along with your own opinions of whether you feel comfortable working with me. If you have questions about our work together we should discuss them whenever they arise. If your doubts persist, I will be happy to help you set up a meeting with another mental health professional for a second opinion.

CONTACTING ME

Due to my work schedule, I am often not immediately available by telephone. While I am usually in my office between 8:30 AM and 6:30 PM, Monday – Thursday, I will not answer the phone when I am with a patient. When I am unavailable, my telephone is answered by voice mail that I monitor frequently. I will make every effort to return your call on the same day you make it, with the possible exception of weekends and holidays. If you are experiencing a mental health crisis, you can try me on my personal number 610.442.8243. **If you are unable to reach me and feel that you cannot wait for me to return your call, you may try Crisis Intervention at 610.252.9060 or go to the nearest emergency room. If this is a life threatening emergency, please call 911.** If I will be unavailable for an extended time, for example while on vacation, I will provide you with the name of a colleague to contact, if necessary.

LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between a patient and a psychologist. In most situations, I can only release information about your treatment to others if you sign a written authorization form that meets certain legal requirements imposed by HIPAA. There are other situations that require only that you provide written, advance consent. Your signature on this agreement provides consent for those activities, as follows:

- I may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, I do not reveal the identity of my patient. The other professionals are also legally bound to keep the information confidential. If you do not object, I will not tell you about these consultations unless I feel that it is important to our work together. I will note all consultations in your Clinical Record (which is called “PHI” in my Notice of Psychologist’s Policies and Practices to Protect the Privacy of Your Health Information).
- I also have contracts with *My Client’s Plus*, an electronic billing service. As required by HIPAA, I have a formal contract with this business in which they must maintain the confidentiality of this data except as specifically allowed in the contract or otherwise required by law. If you wish, I can provide you with the names of these organizations and/or a blank copy of this contract.
- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this agreement.
- If a patient seriously threatens to harm himself/herself, I may be obligated to seek hospitalization for him/her, or to contact family members or others who can help provide protection.

There are some situations where I am permitted or required to disclose information without either your consent or authorization:

- If you are involved in a court proceeding and a request is made for information concerning the professional services I provided to you, such information is protected by the psychologist-patient privilege law. I cannot provide any information without your written authorization, or a court order. If you are involved in or contemplating litigation,

you should consult with your attorney to determine whether a court would be likely to order me to disclose information.

- If a government agency is requesting the information for health oversight activities, I may be required to provide it for them.
- If a patient files a complaint or lawsuit against me, I may disclose relevant information regarding that patient in order to defend myself.
- If I am treating a patient who files a worker's compensation claim, I may, upon appropriate request, be required to provide otherwise confidential information to your employer.

There are some situations in which I am legally obligated to take actions, which I believe are necessary to attempt to protect others from harm and I may have to reveal some information about a patient's treatment. These situations are unusual in my practice.

- If I have reason to believe that a child who I am evaluating or treating is an abused child, the law requires that I file a report with the appropriate government agency. Once such a report is filed, I may be required to provide additional information.
- If I have reason to suspect, on the basis of my professional judgment, that a child is or has been abused, I am required to report my suspicions to the authority or government agency vested to conduct child abuse investigations. I am required to make such reports even if I do not see the child in my professional capacity.
- I am mandated to report suspected child abuse if anyone aged 14 or older tells me that he or she committed child abuse, even if the victim is no longer in danger. I am also mandated to report suspected child abuse if anyone tells me that he or she knows of any child who is currently being abused.
- If I have reason to believe that an elderly person or other adult is in need of protective services (regarding abuse, neglect, exploitation or abandonment), the law allows me to report this to appropriate authorities, usually the Department of Aging, in the case of an elderly person. Once such a report is filed, I may be required to provide additional information.
- If I believe that one of my patients presents a specific and immediate threat of serious bodily injury regarding a specifically identified or a reasonably identifiable victim and he/she is likely to carry out the threat or intent, I may be required to take protective actions, such as warning the potential victim, contacting the police, or initiating proceedings for hospitalization.

PATIENT RIGHTS

HIPAA provides you with several new or expanded rights with regard to your Clinical Record and disclosures of protected health information. These rights include requesting that I amend your record; requesting restrictions on what information from your Clinical Record is disclosed to others; requesting an accounting of most disclosures of protected health information that you have neither consented to nor authorized; determining the location to which protected information disclosures are sent; having any complaints you make about my policies and procedures recorded in your records; and the right to a paper copy of this agreement, the notice of privacy practices, and my privacy policies and procedures. I am happy to discuss any of these rights with you.

PROFESSIONAL FEES

My hourly fee is \$150.00. In addition to regular appointments, I charge this amount for other professional services you may need, though I will break down the hourly cost if I work for periods of less than one hour. Other services include report or letter writing, telephone conversations lasting longer than 15 minutes, preparation of records or treatment summaries, and the time spent performing any other additional service you may request of me. I require 24 hours notice for cancellation of your appointment. If you do not provide adequate notice, I will have to charge you the full cost of the session. Please note that insurance companies cannot be billed for missed sessions, so you will be responsible for the entire cost of the session, not just the copayment amount.

BILLING AND PAYMENTS

You will be expected to pay for each session at the time it is held, unless we agree otherwise or unless you have insurance coverage that requires another arrangement. If you have insurance coverage that includes a deductible, coinsurance or copayment, it is expected that you will pay this amount at the time of each session. It is very important that you find out exactly what mental health services your insurance policy covers as you are responsible for full payment of my fees. Patients who owe money and fail to make arrangements to pay may be referred to a collection agency. Payment schedules for other professional services will be agreed to when they are requested. Cash or check payments are accepted but I do not accept credit cards.

INSURANCE REIMBURSEMENT

You should also be aware that your contract with your health insurance company requires that I provide it with information relevant to the services that I provide to you. I am required to provide both a clinical diagnosis, a procedure code and a date of service. I make every effort to release only the minimum information about you that is necessary for the purpose requested. This information will become part of the insurance company files and will probably be stored electronically. I will provide you with a copy of any report I submit, if you request it. By signing this agreement, you agree that I can provide requested information to your carrier.

Your signature below indicates that you have read this agreement and agree with its terms. Your signature is also an acknowledgement that you have received a notice of privacy practices and the HIPAA notice form.

Signature_____Date_____

Print name_____